

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

JACKIE WILLIAMS,

Plaintiff,

v.

PATTERSON-UTI DRILLING COMPANY
LLC,

Defendant.

CIVIL ACTION NO. 3:12-CV-134

(JUDGE CAPUTO)

MEMORANDUM ORDER

Presently before the Court is Defendant Patterson-UTI Drilling Company ("Patterson")'s Motion to Enforce Settlement Agreement (Doc. 31). This case arises out of Patterson's alleged violations of the Age Discrimination in Employment Act, 29 U.S.C. §§ 621, *et seq.*; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e, *et seq.*; and the Pennsylvania Human Relations Act, 43 PA. CONS. STAT. §§ 951 *et seq.* This Court previously held that it could not determine whether Plaintiff Jackie Williams ("Plaintiff") agreed to or endorsed all material terms of the proposed settlement, and thus held Patterson's motion in abeyance. An evidentiary hearing was conducted on October 24, 2013. Given the evidence presented, the Court will grant Patterson's motion.

As the Court previously stated, settlement agreements are essentially contracts, and basic contract principles apply to their interpretation. *See Williams v. Metzler*, 132 F.3d 937, 946 (3d Cir.1997); *In re Cendant Corp. Prides Litig.*, 233 F. 3d 188, 193 (3d Cir. 2000). "It is by now axiomatic under Pennsylvania law that 'the test for enforceability of an agreement is whether both parties have manifested an intention to be bound by its terms and whether the terms are sufficiently definite to be specifically enforced.'" *Cal. Sun Tanning USA v. Electric Beach, Inc.*, 369 Fed. Appx. 340, 346 (citing *Channel*

Home Ctrs. v. Grossman, 795 F.2d 291, 298-99 (3d Cir.1986)). Where there has been a voluntary agreement to settle a lawsuit, "it is binding upon the parties, whether or not made in the presence of the court, and even in the absence of a writing." *Riviello v. First Nat. Community Bank*, No. 10-CV-2347, 2013 WL 1348259, at *2 (M.D. Pa., April 3, 2013) (citing *Green v. John H. Lewis & Co.*, 436 F.2d 389, 390 (3d Cir.1970)).

At the evidentiary hearing, Patterson presented sufficient evidence that the parties reached an agreement as to the material terms of the proposed settlement agreement at mediation, and that the final settlement agreement fully incorporated the material terms of the proposed settlement agreement. As such, the court will grant Patterson's motion.

ACCORDINGLY, now this 1st day of November, 2013, **IT IS HEREBY ORDERED** that Defendant Patterson-UTI Drilling Company's Motion to Enforce Settlement Agreement (Doc. 31) is **GRANTED**. The Clerk of Court is directed to mark the case as **CLOSED**.


A. Richard Caputo
United States District Judge